

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

CLAUDIA MULLER, Plaintiff,  v.  SELENE FINANCE LP, Defendants	C.A. No. 21-10797-AK
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**MOTION OF SELENE FINANCE LP FOR SUMMARY JUDGMENT**

CLAUDIA MULLER (the “**Plaintiff**”) asks this Court for relief that she is not entitled to receive. The Plaintiff asserts two (2) counts pursuant to the Massachusetts Consumer Protection Act (“**Chapter 93A**”) against Selene Finance LP (“**Selene**”) claiming that Selene failed to review her residential mortgage loan for modification properly. However, Selene’s alleged actions – even if true – do not rise to the level of unfair and deceptive acts under the Massachusetts Consumer Protection Act. Furthermore, the Plaintiff alleges that Selene breached the implied covenant of good faith and fair dealing, a claim that relies upon an existing contract and, in this case, no such contract exists between the Plaintiff and Selene. For these reasons, Selene moves pursuant to Fed. R. Civ. P. 56(c) and Local Rule 56.1 for summary judgment on the Plaintiff’s claims against Selene. In support of this motion, Selene refers the Court to its Memorandum of Law in Support of Motion of Selene Finance for Summary Judgment.

WHEREFORE, Selene respectfully requests that this Court:

- a. Grant summary judgment to Selene and against the Plaintiff on Count I of the above-captioned action;

- b. Grant summary judgment to Selene and against the Plaintiff on Count II of the above-captioned action;
- c. Grant summary judgment to Selene and against the Plaintiff on Count III of the above-captioned action; and
- d. Grant Selene such other and further relief as is just and proper.

Respectfully submitted,

SELENE FINANCE LP,

By its attorneys,

DEMERLE HOEGER LLP

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